

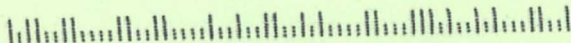
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U.S. EPA
77 W. JACKSON BLVD.
DE-9J
CHICAGO, IL 60604
J. Socha





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

DE-9J

May 23, 2000

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Richard L. Mason
RMI Titanium Company
P.O. Box 269
1000 Warren Avenue
Niles, Ohio 44446-0269

Re: Ashtabula River SEP Summary Report Extension
RCRA Docket No. V-W-001-93

Dear Mr. Mason:

Pursuant to your telephone request today, the United States Environmental Protection Agency agrees to extend the due date for your SEP Summary Report. RMI Titanium Company's SEP Summary Report for the Ashtabula River SEP, as required by paragraph 19(b) of the May 12, 1997 Consent Agreement and Final Order, shall be submitted on or before July 10, 2000.

Should you have any questions regarding this matter please feel free to contact me at 312/886-4436.

Sincerely,

A handwritten signature in black ink, appearing to read "Julianne C. Socha".

Julianne C. Socha, Environmental Engineer
Compliance Section 2, Enforcement and Compliance Assurance Branch

cc: Adrienne LaFavre
OEPA-NEDO

bcc: official file copy
section file
author's copy

5/23/00:F:\user\jsocha\rmi\sep sum rep ext ltr

Mr. Richard L. Mason
RMI Titanium Company
May 23, 2000
Re: Ashtabula River SEP Summary Report Extension

Asbestos Abatement
Supplemental Environmental Project
Summary Report
November 1998

Consent Agreement and Final Order
Docket No. V - W - 001 '93

RMI Titanium Company
Sodium Plant &
Metals Reduction Plant

Introduction

Stipulation 18. (c) A SEP Summary Report shall be submitted within thirty (30) calendar days of completion of the Asbestos SEP.

Effective on 12 May 1997, USEPA and RMI Titanium Company entered into a Consent Agreement and Final Order (CAFO) which provided, among other things, that RMI would undertake a Supplemental Environmental Project (SEP) consisting of the removal of asbestos-containing materials from various buildings and structures at the RMI Sodium Plant and Metals Reduction Plant, both located in Ashtabula Township, Ashtabula County, Ohio, within eighteen months, at a cost of no less than seven hundred thousand dollars, and as described in a scope of work attached as Exhibit A to the CAFO. This summary fulfills the requirement stipulated in paragraph 18. (c) of the CAFO. The complete CAFO with exhibits is Attachment 1 to this report.

Description of the Work

Stipulation 18. (c) (i) A detailed description of the SEP as implemented noting any deviations from the work as described in Exhibit A and an explanation of such deviations.

All asbestos abatement performed under this SEP was conducted as described in the scope of work, Exhibit A, in the CAFO. As documented in the three semiannual progress reports submitted to USEPA and OEPA by RMI in October 1997, April 1998, and October 1998, no deviations to this detailed plan were necessary. The semiannual progress reports are included in this report as Attachment 2, excluding financial information which appears in Attachment 3.

SEP Expenditures Accounting

Stipulation 18. (c) (ii): An accounting of SEP expenditures, including but not limited to, itemized costs for the SEP, documented by copies of purchase orders and receipts or canceled checks. The accounting shall be certified accurate and complete by an independent auditor not affiliated with the respondent, its agents or employees

An accounting of expenditures, including itemized costs for the SEP, copies of purchase orders, invoices, receipts and RMI checks are included as Attachment 3. Attachment 4 is a certified accounting by the Pricewaterhouse Coopers accounting firm, Pittsburgh office. The Independent Accountants Report shows that \$920,541.72 was paid by RMI to Innerscope Technical Services during the SEP period and that an additional \$49,187 is due in December.

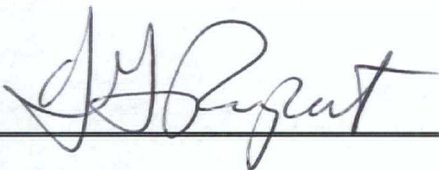
Environmental and Public Health Benefits

Stipulation 18. (c) (iii): A description of the environmental and public health benefits resulting from implementation of the asbestos SEP, and a best estimate quantification of the benefits and pollutant reductions obtained.

When asbestos-containing materials (ACM) become damaged and friable, they pose a risk to occupational and public health of exposure to airborne asbestos fibers. Inhaled asbestos fibers can cause lung cancer and, in sufficient quantity, asbestosis, a non-cancer debilitating lung disease. ACM were used extensively in both the RMI Titanium Company Sodium Plant and Metals Reduction Plant. The primary manufacturing operations at both plants were shut down in February 1992, and as a result, several buildings are now unoccupied or at reduced occupancy, which decreases the likelihood of early detection of damage to ACM. Also as a result of the shutdown, the future use of the buildings is uncertain. Implementation of this SEP has resulted in the removal and proper disposal of approximately 25,000 linear feet of potentially friable pipe-insulating ACM, and additionally more than 206,000 square feet of potentially friable ACM, effectively eliminating the public health risk posed by that material.

Certification Statement

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.



Timothy G. Rupert
Executive Vice President & Chief Financial Officer
RMI Titanium Company

11/20/98
Date

Attachment 1

Consent Agreement and Final Order



OK
Jac
09/19/99

P.O. BOX 269
1000 WARREN AVENUE
NILES, OHIO 44446-0269

20 November 1998

Ms. Julianne Socha
Enforcement and Compliance Assurance Branch (DRE-8J)
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Re: Consent Agreement and Final Order Docket No. V - W - 001'93
Asbestos SEP Summary Report

Dear Ms. Socha:

Pursuant to stipulation 18. (c) of the reference Consent Agreement and Final Order, RMI Titanium Company submits the enclosed Supplemental Environmental Project Summary Report.

This Asbestos SEP Summary Report completes RMI's requirements under stipulation 18. (c) of reference CAFO. If you should have any questions pertaining to this matter, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard L. Mason", written in a cursive style.

Richard L. Mason
Director
Environmental Affairs
(330) 544-7688 phone
(330) 544-1029 fax

c w/enc.: Adrienne La Favre - OEPA/NEDO/DHWM
c w/o enc.: Philip C. Schillawski, Esq. - S, S & D
W. J. McCarthy - RMI
J. M. Gorman - RMI



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF

DRE-8J

MAY 12 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Timothy G. Rupert
Executive Vice-President and Chief Financial Officer
RMI Titanium Company
1000 Warren Avenue
Niles, Ohio 44446

Re: Docket No. V-W-001'93

Dear Mr. Rupert:

Enclosed please find the fully executed Consent Agreement and Final Order (CAFO) entered into by RMI Titanium Company (RMI) and the United States Environmental Protection Agency. Section III, paragraph 29 of this CAFO requires RMI to pay a civil penalty and clearly mark on the face of the payment the billing document number. The billing document number which should be marked on your payment is BD 054297011.

Should you have any questions feel free to contact Julianne Socha of my staff at 312/886-4436. Thank you for your cooperation in resolving this matter.

Sincerely,

Paul Little

for Joseph M. Boyle, Chief
Enforcement and Compliance Assurance Branch
Waste, Pesticides and Toxics Division

Enclosure

cc w/enclosure:

Phil Schillawski
Squires, Sanders & Dempsey

Richard Mason
RMI Titanium Company

REF ID: A66146

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

'97 MAY 12 P1:45

IN THE MATTER OF:)
)
RMI TITANIUM COMPANY)
SODIUM PLANT)
ASHTABULA, OHIO)
)
EPA ID No. OHD 000 810 242)
_____)

Docket No. V-W-001193
1997

CONSENT AGREEMENT AND FINAL ORDER

I. PREAMBLE

On October 8, 1992, the United States Environmental Protection Agency (U.S. EPA) filed a Complaint in this matter pursuant to Section 3008(a) of the Resource Conservation and Recovery Act, as amended (RCRA), 42 U.S.C. § 6928(a), and the United States Environmental Protection Agency's Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 C.F.R. Part 22. The Complainant is the Chief, Enforcement and Compliance Assurance Branch, Waste, Pesticides and Toxics Division, Region 5, U.S. EPA. The Respondent is RMI Titanium Company (RMI).

II. STIPULATIONS

The Parties, desiring to settle this action, enter into the

following stipulations:

1. Respondent has been served with a copy of the Complaint, Findings of Violation and Compliance Order (Docket No. V-W-001'93) in this matter. The Complaint is incorporated herein by reference.

2. Respondent owns and operates a facility commonly referred to as the Sodium Plant located at State Road and East Sixth Street, Ashtabula, Ohio (the "Facility").

3. Respondent admits the jurisdictional allegations of the Complaint. Respondent agrees not to contest such jurisdiction in any proceeding to enforce the provisions of this Consent Agreement and Final Order (CAFO).

4. Respondent neither admits nor denies the specific factual allegations contained in the Complaint other than admissions made in Respondent's Answer.

5. The parties agree that the South Chute falls within RCRA's definition of a waste pile.

6. Respondent withdraws its request for a hearing and waives any and all rights under any provisions of law to a hearing on the allegations contained in the Complaint or to challenge the terms and conditions of this CAFO.

7. If the Respondent fails to comply with any provision contained in this CAFO, Respondent waives any rights it may possess in law or equity to challenge the authority of the U.S. EPA to bring a civil action in the appropriate United States District Court to compel compliance with the CAFO and/or to seek an additional penalty for the noncompliance.

8. Respondent consents to the issuance of this Final Order and to the payment of a civil penalty and the performance of two Supplemental Environmental Projects (SEPs) as described below.

Pursuant to Sections 3008(a) and 3008(g) of RCRA, 42 U.S.C.

§§ 6928(a) and 6928(g), the nature of the violations, Respondent's agreement to perform the two SEPs and other relevant factors, U.S. EPA has determined that an appropriate civil penalty to settle this action is ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00). Respondent agrees not to claim or attempt to claim a Federal income tax deduction or credit covering all or any part of the cash civil penalty paid to the U.S. Treasury.

9. Respondent hereby certifies that, as of the date of this CAFO: (a) Respondent is not required to perform or develop either SEP by any Federal, State or local law or regulation; (b) Respondent is not funding any aspect of either SEP with any

funding provided by a Federal, State, or local grant; (c) except for this Order (Docket No. V-W-001'93), Respondent is not required to perform or develop either SEP in settlement of any Federal, State, or local enforcement action; and (d) Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for either SEP.

10. Respondent shall give notice and a copy of this CAFO to any successor in interest prior to any transfer of ownership or operational control of the Facility. This CAFO is binding on Respondent and any successors in interest.

11. On June 30, 1989, the State of Ohio was granted final authorization by the Administrator of the U.S. EPA, pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), to administer a hazardous waste program in lieu of the Federal program. Section 3008 of RCRA, 42 U.S.C. § 6928, provides that U.S. EPA may enforce State regulations in those States authorized to administer a hazardous waste program.

12. Nothing in this CAFO shall be construed to relieve Respondent from its obligation to comply with all applicable Federal, State and local statutes and regulations, including the RCRA Subtitle C requirements at 40 C.F.R. Parts 260 through 270.

Additionally, nothing in this CAFO shall be construed to constitute U.S. EPA approval of the equipment or technology utilized by Respondent in connection with either SEP under the terms of this CAFO.

13. This CAFO shall become effective on the date it is signed by the Director, Waste, Pesticides and Toxics Division.

III. Final Order

Based on the foregoing stipulations, the Parties agree to the entry of the following Final Order:

14. Respondent shall undertake the following two SEPs, which the Parties agree will provide environmental and public health benefits. The first SEP, the Asbestos SEP, consists of removal of asbestos containing materials from various buildings and structures at RMI's Sodium Plant and Metals Reduction Plant both of which are located in Ashtabula, Ohio. All asbestos removal work pursuant to this SEP shall be completed within eighteen (18) calendar months from the effective date of this CAFO. The Scope of Work (SOW), attached hereto as Exhibit A and incorporated herein by reference, more specifically describes the work to be performed pursuant to this SEP. The second SEP, the Ashtabula River SEP, is a commitment by RMI to participate in the

Ashtabula River Partnership. The Ashtabula River Partnership is a coalition of citizens, local businesses, and local, state and Federal government representatives exploring remediation operations for contaminated sediments in the Ashtabula River and Harbor. The SOW, attached hereto as Exhibit B and incorporated by reference, more specifically describes the commitment of man hours and expenses by RMI pursuant to this SEP.

15. The total expenditure for the Asbestos SEP, including performance of the activities set forth in Exhibit A, shall be no less than SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00). Respondent shall provide Complainant with documentation of the expenditures made in connection with the Asbestos SEP as specified in paragraph 18 below.

16. The total expenditure for the Ashtabula River SEP, including performance of the activities set forth in Exhibit B, shall be no less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). Respondent shall provide Complainant with documentation of the expenditures made in connection with the Ashtabula River SEP as specified in paragraph 19 below.

17. Respondent shall submit all notifications and apply for and obtain all permits and approvals necessary for the

implementation and completion of both SEPs.

18. Respondent shall provide the following reports, documentation and information regarding the Asbestos SEP to U.S. EPA in accordance with the time frames set forth below.

(a) Within ten (10) calendar days of submitting any Notification of Asbestos Removal to the appropriate local, state or Federal agency for asbestos removal work pursuant to the Asbestos SEP, a copy of the notification(s) shall be submitted to U.S. EPA.

(b) Semi-annual progress reports shall be submitted no later than October 31, 1997, April 30, 1998 and October 31, 1998. At a minimum, the progress reports shall include the following information:

- (i) A narrative description of the work performed for the prior six (6) calendar months, including but not limited to, amounts of asbestos removed, location of asbestos removed and removal dates;
- (ii) The percentage of work completed to date and the projected timetable for completion of all work described in Exhibit A;
- (iii) A narrative description of any deviations

from the work described in Exhibit A or problems encountered which could cause a deviation from the work described in Exhibit A; and

(iv) A summary of expenditures to date and copies of supporting receipts, invoices, purchase orders or canceled checks.

(c) A SEP Summary Report shall be submitted within thirty (30) calendar days of completion of the Asbestos SEP. The SEP Summary Report shall include, but is not limited to, the following information:

(i) A detailed description of the SEP as implemented noting any deviations from the work as described in Exhibit A and an explanation of such deviations;

(ii) An accounting of SEP expenditures, including but not limited to, itemized costs for the SEP, documented by copies of purchase orders and receipts or canceled checks. The accounting shall be certified accurate and complete by an independent auditor not affiliated with the Respondent, its agents or employees; and

(iii) A description of the environmental and public health benefits resulting from implementation of the Asbestos SEP, and a best estimate quantification of the benefits and pollutant reductions obtained.

Respondent shall, by its officers, sign and certify under penalty of law that the information contained in the SEP Summary Report is true, accurate, and not misleading by signing the following statement:

"I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment."

19. Respondent shall provide the following reports, documentation and information to U.S. EPA regarding the Ashtabula River SEP in accordance with the time frames set forth below.

(a) Annual progress reports shall be submitted on or before the first day of May for the next five years. The first progress report shall be submitted no later than May 1, 1998 and the last progress report shall be submitted no later than May 1,

2002. At a minimum, the progress reports shall include the following information:

(i) A narrative description of RMI's involvement in the Ashtabula River Partnership for the prior year. A year is defined as beginning and ending on the first day of May. The description shall briefly discuss meetings RMI representatives attended, the dates and locations of such meetings, the names and positions of RMI representatives participating and the number of work hours expended for participation in the meeting;

(ii) A narrative description of any deviations from the work described in Exhibit B or problems encountered which could cause a deviation from the work described in Exhibit B; and

(iii) A summary of expenditures to date relating to RMI's participation at meetings for the Ashtabula River Partnership and copies of vouchers or receipts associated with such participation.

(b) A SEP Summary Report shall be submitted within thirty

(30) calendar days of completion of the Ashtabula River SEP. The SEP Summary Report shall include, but is not limited to, the following information:

- (i) A detailed description of the SEP as implemented noting any deviations from the work as described in Exhibit B;
- (ii) An accounting of SEP expenditures, including but not limited to, itemized costs for the SEP, documented by copies of vouchers and receipts. The accounting shall be certified accurate and complete by an independent auditor not affiliated with the Respondent, its agents or employees; and
- (iii) A description of the environmental and public health benefits resulting from implementation of the Ashtabula River SEP, and a best estimate quantification of the benefits and pollutant reductions obtained.

Respondent shall, by its officers, sign and certify under penalty of law that the information contained in the SEP Summary Report is true, accurate, and not misleading by signing the following statement:

"I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment."

20. The determination of whether Respondent has fulfilled the requirements of either SEP as specified in paragraphs 14, 15, and 16 above and Exhibits A and B shall be in the sole discretion of U.S. EPA. Any determination of unsatisfactory performance of a SEP by U.S. EPA shall be provided to Respondent in accordance with paragraph 21(b) or 22(c) below.

21. Following receipt of a progress report required by paragraphs 18 and 19 above, U.S. EPA may take one of the following actions:

- (a) accept the report or the SEP performance to date;
- (b) reject the contents of the report or the SEP performance to date, notify the Respondent in writing of deficiencies in the report and provide an additional ten (10) calendar days in which to correct any report deficiencies and notify Respondent of any determination of unsatisfactory SEP performance and provide an additional sixty (60) calendar days to correct any identified

unsatisfactory performance; or

(c) reject the contents of the report and seek penalties in accordance with paragraph 27(e) and (k) below.

22. Following receipt of a SEP Summary Report required by paragraphs 18 and 19 above, U.S. EPA may take one of the following actions:

(a) accept the report or the SEP performance;

(b) reject the contents of the report, notify Respondent in writing of report deficiencies and provide an additional ten (10) calendar days in which to correct any report deficiencies; or

(c) reject the report or the SEP performance and seek stipulated penalties in accordance with paragraph 27(a), (d), (g) and (j) below.

23. If U.S. EPA elects to exercise options 21(b), 22(b) or 22(c) above, U.S. EPA shall permit Respondent the opportunity to object in writing to U.S. EPA's notification of deficiency or determination of unsatisfactory performance within ten (10) calendar days of receipt of such notification or determination. U.S. EPA and Respondent shall have an additional thirty (30) calendar days from the receipt by the U.S. EPA of Respondent's notification of objection to reach agreement. If agreement

cannot be reached on any such issue within this thirty (30) calendar day period, U.S. EPA shall provide a written statement of its decision to Respondent. U.S. EPA's decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by U.S. EPA as a result of any such deficiency or failure to comply with the terms of this CAFO. In the event that either SEP is not completed as contemplated herein, as determined by U.S. EPA, stipulated penalties shall be due and payable by Respondent to U.S. EPA in accordance with paragraph 27 below.

24. Any public statement, oral or written, made by Respondent making reference to either SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency which alleged violations of the Resource Conservation and Recovery Act, as amended."

25. Respondent shall allow U.S. EPA to inspect the Facility at any time in order to evaluate compliance with this CAFO. All records pertaining to either SEP shall be kept at the facility and made available to U.S. EPA and Ohio Environmental Protection Agency inspectors upon request.

26. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to U.S. EPA pursuant to this CAFO. Respondent shall provide documentation of any such underlying research and data to U.S. EPA within fifteen (15) calendar days of a request for such information.

27. In the event that Respondent fails to comply with any of the terms or provisions of this CAFO relating to the performance of either SEP as described in paragraph 14 above and Exhibits A and B and/or actual expenditures for the SEPs do not equal or exceed the costs of either SEP as required in paragraphs 15 and 16 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below.

(a) Except as provided in subparagraph b) immediately below, if the Asbestos SEP has not been completed satisfactorily pursuant to paragraph 14 above and Exhibit A, Respondent shall pay to the United States an amount equal to ONE HUNDRED TWENTY-SEVEN THOUSAND DOLLARS (\$127,000.00).

(b) If the Asbestos SEP is not completed satisfactorily, but the Respondent: (i) made good faith and timely efforts to complete the project; and (ii) certifies, with supporting

documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the Asbestos SEP, Respondent shall not pay any penalty.

(c) If the Asbestos SEP is satisfactorily completed, but Respondent spent less than the amount of money required to be spent for the project as required by paragraph 15, Respondent shall pay to the United States an amount equal to the difference between SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) and the amount expended on the Asbestos SEP as reported in the SEP Summary Report. U.S. EPA may consider an additional SEP proposed by Respondent in lieu of part or all of this payment.

(d) For failure to submit the SEP Summary Report required by paragraph 18(c) above, Respondent shall pay FIVE HUNDRED DOLLARS (\$500.00) for each calendar day after the due date until the report is submitted.

(e) For failure to submit any progress report as required by paragraph 18(b) above, Respondent shall pay TWO HUNDRED FIFTY (\$250.00) for each calendar day after the report was originally due until the report is submitted.

(f) For failure to submit the Asbestos Notification of Removal as required by paragraph 18(a) above, Respondent shall

pay ONE HUNDRED FIFTY DOLLARS (\$150.00) for each calendar day after the notification was originally due until the notification is submitted.

(g) Except as provided in subparagraph (h) immediately below, if the Ashtabula River SEP has not been completed satisfactorily pursuant to paragraph 14 above and Exhibit B, Respondent shall pay to the United States an amount equal to SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$7,400.00).

(h) If the Ashtabula River SEP is not completed satisfactorily, but the Respondent: (i) made good faith and timely efforts to complete the project; and (ii) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the Ashtabula River SEP, Respondent shall not pay any penalty.

(i) If the Ashtabula River SEP is satisfactorily completed, but Respondent spent less than the amount of money required by paragraph 15 above, Respondent shall pay to the United States an amount equal to the difference between ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) and the amount expended for the Ashtabula River SEP as reported in the SEP Summary Report. U.S. EPA may consider an additional SEP proposed by Respondent in lieu of part

or all of this payment.

(j) For failure to submit the SEP Summary Report required by paragraph 19(c) above, Respondent shall pay FIVE HUNDRED DOLLARS (\$500.00) for each calendar day after the due date until the report is submitted.

(k) For failure to submit a progress report as required by paragraph 19(a) above, Respondent shall pay TWO HUNDRED FIFTY DOLLARS (\$250.00) for each calendar day after the due date until the report is submitted.

28. (a) The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of U.S. EPA.

(b) Stipulated penalties for paragraph 27(d), (e), (f), (j) and (k) above shall begin to accrue on the calendar day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

(c) Respondent shall pay stipulated penalties within fifteen (15) calendar days of receipt of written demand by U.S. EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 29 below. Interest and late

charges shall be paid as stated in paragraph 30 below.

29. Within thirty (30) calendar days of the effective date of this CAFO, Respondent shall pay a civil penalty in the amount of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00). Payment shall be made by cashier's or certified check, to the order of "Treasurer, United States of America". The check shall be mailed to: U.S. EPA, Region 5, Regional Finance Office, P.O. Box 70753, Chicago, Illinois 60673. The name of the Respondent, the billing document number and the Docket Number of this proceeding shall be clearly marked on the face of the check. Copies of the transmittal of the payment shall be sent to: the Regional Hearing Clerk, Resource Management Division (M-19J); Andrew Warren, Assistant Regional Counsel (C-29A); and Julianne Socha, Enforcement and Compliance Assurance Branch (DRE-8J); U.S. EPA, 77 West Jackson Boulevard, Chicago, Illinois 60604-3590.

30. Pursuant to 31 U.S.C. § 3717, Respondent shall pay the following amounts on any amount overdue under this CAFO:

(a) **Interest.** Any unpaid portion of a civil or stipulated penalty shall bear interest at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1). Interest will therefore begin to accrue on a civil or stipulated

penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 4 C.F.R. § 102.13(c).

(b) **Monthly Handling Charge.** Respondent shall pay a late payment handling charge of \$15.00 on any late payment, with an additional charge of \$15.00 for each subsequent thirty (30) calendar day period over which an unpaid balance remains.

(c) **Non-Payment Penalty.** On any portion of a civil or stipulated penalty more than ninety (90) calendar days past due, Respondent shall pay a non-payment penalty of six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid. This non-payment is in addition to charges which accrue or may accrue under subparagraphs (a) and (b).

31. Whenever, under the terms of this CAFO, notice is required to be given or a document sent by one Party to another, it shall be directed to the individuals at the addresses specified below:

As to U.S. EPA:

Julianne Socha
Enforcement & Compliance Assurance Branch (DRE-8J)
United States Environmental Protection Agency, Region 5

77 West Jackson Boulevard
Chicago, Illinois 60604

As to Respondent:

Richard L. Mason
Director, Environmental Affairs
RMI Titanium Company
P.O. Box 269
1000 Warren Avenue
Niles, Ohio 44446-0269

32. Respondent shall also submit a copy of all documents and correspondence regarding this CAFO to the Ohio Environmental Protection Agency, Northeast District Office, Division of Hazardous Waste Management, 2110 E. Aurora Road, Twinsburg, Ohio 44087.

33. Nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of U.S. EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

34. (a) If any event occurs which causes or may cause delays in the completion of either SEP as required under this CAFO, Respondent shall notify Complainant in writing within ten (10) calendar days of the delay or Respondent's knowledge of the

anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. The Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this CAFO based on such incident.

(b) If the Parties agree that the delay or anticipated delay in compliance with this CAFO has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

(c) In the event that the U.S. EPA does not agree that a delay in achieving compliance with the requirements of this CAFO has been or will be caused by circumstances beyond the

control of the Respondent, U.S. EPA will notify Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused.

(d) The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this CAFO shall not, in any event, be a basis for changes in this CAFO or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

35. This CAFO constitutes the entire settlement between the parties, and constitutes final disposition of the Complaint filed in this case.

36. Each party shall bear its own costs and attorneys' fees in the action resolved by this CAFO.

37. This CAFO shall terminate after: (a) U.S. EPA reviews the notifications and reports submitted by Respondent pursuant to paragraphs 18 and 19; (b) when U.S. EPA determines that Respondent has fully complied with all terms and conditions of this CAFO, including payment, in full, of all penalties due and

owing; and (c) U.S. EPA provides written notice to Respondent of such termination.

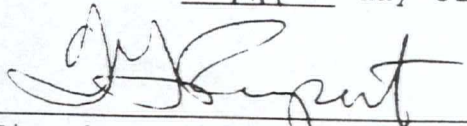
38. The information required to be maintained or submitted pursuant to this CAFO is not subject to the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501 et seq.

39. Notwithstanding any other provision of this Final Order, U.S. EPA expressly reserves any and all rights to bring an enforcement action pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, or other statutory authority should U.S. EPA find that the handling, storage, treatment, transportation, or disposal of solid waste or hazardous waste at the Facility may present an imminent and substantial endangerment to health or the environment. U.S. EPA also expressly reserves the right for any matters other than violations alleged in the Complaint: (a) to take any action authorized under Section 3008 of RCRA; (b) to enforce compliance with the applicable provisions of the Ohio Administrative Code; and (c) to take any action under 40 C.F.R. Parts 124 and 270. U.S. EPA also expressly reserves the right to enforce compliance with this CAFO.

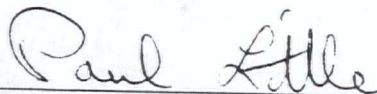
IV. SIGNATORIES

Each undersigned representative of a Party to this Consent Agreement and Final Order consisting of twenty-six (26) pages and Exhibits A and B certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Agreement and Final Order and to legally bind such party to this document.

Agreed to this 9th day of May, 1997

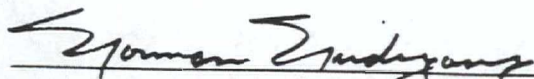
By: 
Timothy G. Rupere
Executive Vice-President and Chief Financial Officer
For RMI Titanium Company,
Respondent

Agreed to this 12th day of May, 1997

By: 
for Joseph M. Boyle, Chief
Waste, Pesticides and Toxics Division
Enforcement and Compliance Assurance Branch
U.S. Environmental Protection Agency, Region 5,
Complainant

The above being agreed and consented to, it is so ordered
this 12th day of May, 1997.

By:



Norman R. Niedergang, Director
Waste, Pesticides and Toxics Division
U.S. Environmental Protection Agency, Region 5

IN THE MATTER OF:
RMI TITANIUM COMPANY
SODIUM PLANT
ASHTABULA, OHIO
DOCKET NO. V-W-001'93

CERTIFICATE OF SERVICE

I hereby certify that I have caused an original of the foregoing Consent Agreement and Final Order (CAFO) to be serviced upon the person designated below on the date below, by causing said original to be deposited in the U.S. Mail, First Class and certified-return receipt requested, postage prepaid, at Chicago, Illinois in an envelope addressed to:

Timothy G. Rupert
Executive Vice-President and Chief Financial Officer
PMI Titanium Company
1000 Warren Avenue
Niles, Ohio 44446

I further certify that I have caused a copy of the foregoing CAFO to be service upon the persons designated below on the date below, by causing said copies to be deposed in the U.S. Mail, First Class and certified-return receipt requested, postage prepaid, at Chicago, Illinois in envelopes addressed to:

Richard L. Mason
PMI Titanium Company
1000 Warren Avenue
Niles, Ohio 44446

Phil Schillawski
Squires, Sanders & Dempsey
4900 Society Center
127 Public Square
Cleveland, Ohio 44114-1304

I have further caused the original of the CAFO and this Certificate of Service to be served in the Office of the Regional Hearing Clerk, located in the Resource Management Division, U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, on the date below.

This is said persons' last known addresses to the subscriber.

Dated this 12th day of May, 1997.

Anita Perry
Secretary
Enforcement & Compliance Assurance
Branch, Waste, Pesticides and
Toxics Division, U.S. EPA, Region 5

WORK PLAN

**ASBESTOS REMOVAL SUPPLEMENTAL ENVIRONMENTAL
PROJECT**

RMI Titanium Company
Sodium Plant and Metals Reduction Plant
Ashtabula Township, Ashtabula County, Ohio

April 30, 1997

1.0 Introduction

Asbestos-containing materials (ACM) are used extensively in both the RMI Titanium Company Sodium Plant and Metals Reduction Plant located in Ashtabula Township, Ashtabula County, Ohio. Proper removal and disposal of ACM provides an environmental benefit by eliminating the risk to public health of exposure to airborne asbestos fibers that often occurs when ACM becomes damaged and friable. Removal of ACM is considered an Environmental Restoration and Protection Project, as described in the May 1, 1995 U.S. EPA Supplemental Environmental Project Policy.

2.0 Sodium Plant

2.1 Quantity of ACM

Table 1, Summary of Facility Structure, summarizes the approximate quantity and location of ACM in each plant area to be removed. Strikeouts in the table are areas where the ACM has already been removed and are not included in this SEP.

2.2 Cost of Project

In August 1996, RMI obtained a cost estimate for the removal and disposal of the ACM identified in Table 1. The estimate was a range of \$540,000 to \$623,000. In January 1997, RMI obtained an additional cost estimate for the removal and disposal of boiler house Galbestos and transite sheeting, not included in the 1996 estimate. The cost was estimated at \$31,000. In the period since August 1996, RMI has spent \$54,962.71 to remove some of the asbestos because it was in poor condition or for demolition or renovation projects. The cost for removal of the remaining asbestos is estimated used the following equation:

August 1996 Estimate:	\$540,000
Plus January 1997 Estimate:	\$ 31,000
Subtotal:	\$571,000
Minus Work Already Done:	\$ 55,000
Total Cost of Project:	\$516,000

2.3 Schedule

Within three (3) calendar months from the effective date of the Consent Agreement and Final Order (CAFO), RMI will contract with an asbestos abatement contractor licensed by the Ohio Department of Health to begin the removal of the ACM identified in Table 1. RMI will require any contractor to comply with applicable local, state and Federal

laws and regulations. All work shall be completed within eighteen (18) calendar months from the effective date of the CAFO.

3.0 Metals Reduction Plant

3.1 Quantity

Table 2, Material Summary, summarizes the approximate quantity and location of ACM in each plant area to be removed. Strikeouts in the table are areas where the ACM has already been removed and are not included in this SEP.

3.2 Cost of Project

In September 1996, RMI obtained a cost estimate for the removal and disposal of the ACM identified in Table 2. Included in the estimate was the encapsulation of approximately 60,000 square feet of exterior transite siding in good condition. The estimate was \$392,000. In the period since September 1996, RMI has spent approximately \$173,000 to remove some of the asbestos because it was in poor condition or for demolition or renovation projects. The cost for removal of the remaining asbestos and encapsulation of main building transite is estimated using the following equation:

September 1996 Estimate:	\$392,000
Minus Work Already Done:	\$173,000
Total Cost of Project:	\$219,000

3.3 Schedule

Within three (3) months from the effective date of the CAFO, RMI shall contract with an asbestos abatement contractor licensed by the Ohio Department of Health to begin the removal of the remaining asbestos identified in Table 2. RMI will require any contractor to comply with applicable local, state and Federal laws and regulations. All work shall be completed within eighteen (18) months of the effective date of the CAFO.

4.0 Total SEP Cost

The total cost of the SEP is estimated to be at least \$700,000.

5.0 Deliverables

To document performance of this SEP, RMI will submit the following deliverables to U.S. EPA:

Exhibit 1
CAFO
Docket No. V-W-001'93

- a. Notification of asbestos removal within ten (10) calendar days of submitting the required notifications to the Northeast District Office of the Ohio Environmental Protection Agency a copy of the notifications will be sent to U.S. EPA;
- b. Semi-annual progress reports on or before October 31, 1997, April 30, 1998 and October 31, 1998. The reports will include a description of the work performed for the prior six (6) months including the amount of ACM removed or encapsulated, locations from which ACM was removed or encapsulated, removal dates, the approximate percentage of work completed to date and a schedule for completion of the project, a summary of expenditure with supporting documentation, and a description of any deviations or problems that could cause deviations from the work plan; and
- c. Final report within thirty (30) calendar days of completion of the project. The Final Report will include a detailed description of the project as implemented including any deviations from the work plan, an accounting of SEP expenditures certified accurate and complete by an independent auditor not affiliated with RMI, a description of the environmental and public health benefits resulting from this SEP, and a best estimate quantification of the benefits and pollutant reductions obtained.

TABLE 1
RMI TITANIUM COMPANY
SODIUM PLANT
ASBESTOS SUMMARY TABLE

LOCATION AT FACILITY	MATERIAL DESCRIPTION	APPROXIMATE QUANTITY
Cooling Tower	1/4" transite	2520 sf
Substation #1	TSI - 4" TSI - 2" 3/4 " transite light weight panels, cementitious	12 lf 20 lf 288 lf 12,652 sf
Substation #1 Basement	TSI - 2" TSI - 4" TSI - 6" TSI - 8"	80 lf 1,298 lf 409 lf 45 lf
Pilot Plant	TSI - 2"	60 lf
Cell Maintenance	TSI - 2" TSI - 4" TSI - 6"	190 lf 199 lf 66 lf
Chemical Warehouse	TSI - 3/4" TSI - 1 1/2"	180 lf 240 lf
Pipe Shop	TSI - 3/4" TSI - Gasket Material	70 lf 18 sf
Sodium Storage Tank Farm	TSI - 4" Sodium Line TSI - 2"	1085 lf 105 lf
Bridge between Tank Farm and Peroxide Building	TSI - 4" Sodium Line TSI - 4" Steam Line, Double Wrapped (TSI and fiberglass)	135 lf 135 lf

TABLE 1
RMI TITANIUM COMPANY
SODIUM PLANT
ASBESTOS SUMMARY TABLE

LOCATION AT FACILITY	MATERIAL DESCRIPTION	APPROXIMATE QUANTITY
Machine Shop	TSI - 1 1/2" Corrugated Transite Walls Flat Transite Walls	100 lf 8,500 sf 8,500 sf
Main Office	TSI - 1/2" TSI - 3/4" TSI - 4" TSI - 1/2" TSI - 3/4" TSI - 2" TSI - 4" ACM Canvas Wrap	594 lf 566 lf 340 lf 28 lf 300 lf 105 lf 90 lf 1,320 sf
Main Office - Laboratory	Floor Tile	10,942 sf
Peroxide Building	TSI - Boiler Jacket TSI - Chimney, outer insulation TSI - 1/2" TSI - 3/4" TSI - 1 1/2" TSI - 2" TSI - 4" Sodium Line Transite Sheeting	75 sf 144 sf 75 lf 140 lf 51 lf 50 lf 51 lf 10,942 sf
Lines between Peroxide Building and Sodium Molding Area	TSI - 4" TSI - 4", double insulated TSI - 4" Sodium Line	465 lf 190 lf 1,280 lf
Sodium Molding	TSI - 2 1/2" Sodium Line TSI - 4" Sodium Line	70 lf 475 lf
Sodium Unloading Area	TSI - Sodium Line	160 lf

TABLE 1
RMI TITANIUM COMPANY
SODIUM PLANT
ASBESTOS SUMMARY TABLE

LOCATION AT FACILITY	MATERIAL DESCRIPTION	APPROXIMATE QUANTITY
Cell Building #2	transite transite	15,072 sf 405 sf
Salt Drying Area	Galbestos Sheeting TSI - 4" Sodium Line	8,768 sf 624 lf
Change House	TSI - 2"	22 lf
Laundry Area	lightweight ceiling block Floor tile/mastic	690 sf 900 sf
Cell Parts Washing Area	TSI - 2" TSI - 4" Sodium Line	100 lf 577 lf
Chlorine Pumping Area	TSI - 1 1/2"	40 lf
Bridge "A", outside evaporator building	TSI - 4" Sodium Line TSI - 4"	115 lf 115 lf
Second Floor Lunch Area	TSI - 1/2" Floor Tile	30 lf 528 sf
Evaporator Area	TSI - 4" Sodium Line TSI - 2" TSI - 4"	66 lf 160 lf 141 lf
Boiler House - Graver Tanks 1 & 2, top floor	TSI - 8", double insulated	120 lf
Boiler House - Graver Tank, second floor	TSI - 8", double insulated	200 lf
Boiler House - Graver Tank #2, second floor	TSI - 8", double insulated	100 lf
Boiler House - west wall	TSI - 4", double insulated	182 lf

TABLE 1
RMI TITANIUM COMPANY
SODIUM PLANT
ASBESTOS SUMMARY TABLE

LOCATION AT FACILITY	MATERIAL DESCRIPTION	APPROXIMATE QUANTITY
Boiler House, #3, #4, #5	TSI - 4", double insulated	920 lf
Boiler House #2	TSI - valve body	6 in
Boiler House, pump room	TSI - 6" TSI - 4", double insulated	65 lf 20 lf
Boiler House, Graver Tanks	TSI - 4"	70 lf
Coal Silo, Outside Boiler House	TSI - 2" TSI - 4"	51 lf 55 lf
Boiler House, filter room	TSI - 4", double insulated TSI - 8", double insulated TSI - Filter Tank Insulation (three tanks)(2" Mag Block) TSI - 8" Header Pipe, double insulated TSI - 16" Header Pipe, double insulated	70 lf 160 lf 900 sf 50 lf 27 lf
Boiler House	transite sheeting Galbestos sheeting	2,500 sf 4,500 sf
	TOTAL QUANTITY	13,827 lf 89,876 sf

lf - linear feet
sf - square feet

TABLE 2
RMI TITANIUM COMPANY
METAL REDUCTION PLANT
ASBESTOS SUMMARY TABLE

LOCATION AT FACILITY	MATERIAL DESCRIPTION	APPROXIMATE QUANTITY
throughout facility	sodium line - 4"	4,200 lf
throughout facility	steam line - 4"	825 lf
throughout facility	steam line - 6"	265 lf
throughout facility	steam line - 8"	70 lf
throughout facility	steam line - 14"	80 lf
main plant	elbows - misc. - 6"	74 ea
steam plant	elbows - 6"	24 ea
steam plant	elbows - 8"	18 ea
steam plant	elbows - 14"	2 ea
rope packing	on old boiler, NW end packing	52 lf
tank - outer insulation	samples #001 & #049	300 sf
mixer tanks (13)	main building	2,440 sf
brine storage area	transite corners	96 sf
paint shop	transite	840 sf
paint shop roof	transite	440 sf
1100 area	sodium filter tanks (10)	1,600 sf
throughout lab - two floors	floor tile	7,360 sf
eight ovens - lab	transite	312 sf
exterior - main facility	transite	60,000 sf ¹
	TOTAL QUANTITY	5,492 lf 73,388 sf 118 elbows

1 - to be encapsulated

lf - linear feet

sq - square feet

EXHIBIT 2
CONSENT AGREEMENT AND FINAL ORDER
DOCKET NO.: V-W-001'93

WORK PLAN

**ASHTABULA RIVER SUPPLEMENTAL
ENVIRONMENTAL PROJECT**

RMI Titanium Company
Ashtabula Township, Ashtabula County, Ohio

April 30, 1997

1.0 Introduction

The Ashtabula River Supplemental Environmental Project is a five (5) year commitment by the RMI Titanium Company to participate in the Ashtabula River Partnership. The Ashtabula River Partnership is a coalition of citizens, local businesses, and local, state and Federal government representatives exploring remediation operations for contaminated sediments in the Ashtabula River and Harbor. Contaminants in the Ashtabula River sediment present a potential risk to the public and environment. Dredging and proper disposal or treatment of contaminated sediment will reduce or eliminate the risk, and is considered an Environmental Restoration and Protection Project as described in the May 1, 1995 U.S. EPA Supplemental Environmental Project Policy.

2.0 Scope of Work

RMI will provide volunteers to the Ashtabula River Partnership who will put forth their best efforts for the next five (5) years. The expected minimum level of effort is described below. The actual level of effort could be greater, which would lead to the completion of this Supplemental Environmental Project in less than five (5) years.

- A. Four (4) eight hour days per month, valued at \$50 per hour
- B. Actual Travel and other expenses required

3.0 Total SEP Cost

The total expenditure for the Ashtabula River SEP will be no less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), to be spent within the 5-year project period.

4.0 Deliverables

To document performance of this SEP, RMI will submit the following deliverables to U.S. EPA:

- a. Annual progress reports on or before the first day of May for the next five (5) years. The reports will include a description of the work performed for the prior year, including meetings attended, their dates and locations, the names and positions of RMI representatives participating, and the number or hours expended. The report will include a summary of expenditures with supporting documentation, and a description of any deviations or problems that could cause deviations from the work plan.

- b. Final report within thirty (30) calendar days of completion of the project. The Final Report will include a detailed description of the project as implemented including any deviations from the work plan, an accounting of SEP expenditures certified accurate and complete by an independent auditor not affiliated with RMI, a description of the environmental and public health benefits resulting from this SEP, and a best estimate quantification of the benefits and pollutant reductions obtained.

Attachment 2.

Semiannual Progress Reports

October 29, 1997

Ms. Julianne Socha
Enforcement and Compliance
Assurance Branch (DRE-8J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3590

Re: Consent Agreement and Final Order Docket No. V-W-001'93
Asbestos SEP Semi-annual Progress Report

Pursuant to stipulation 18.(b) of the reference CAFO, RMI Titanium Company (RMI), submits for your review the enclosed semi-annual progress report due no later than October 31, 1997.

Stipulation 18.(b)(i): A narrative description of the work performed for the past six (6) calendar months, including but not limited to, amounts of asbestos removed, location of asbestos removed, and removal dates:

Subsequent to the signing of the reference CAFO and through September 30, 1997, 5,610 linear feet and 73,388 square feet of asbestos has been removed from the RMI-Metals Reduction Plant (RMI-MRP). For this same time period 13,579 linear feet and 83,166 square feet of asbestos has been abated at the RMI-Sodium Plant (RMI-SP). Attachment A is the asbestos contractors documentation of this information.

Locations of removal at the RMI-MRP are fully outlined in attachment B-MRP. The areas of the RMI-MRP facility abated during this report period are the lab, lab basement, mixer area, mixer lines, tank below #1 mixer, oil storage area, paint house, boiler house alley way, next to the 500 building, compressor room roof, and area valves-test elbows. Location of removal for the RMI-SP are fully outlined in attachment B-SP. The areas of the RMI-SP facility abated during this report period are the substation basement, cell maintenance, sodium tank farm, substation, pump house roofs, sodium line cupolas, sodium barrel storage building, and the pipe bridge.

Removal dates for the RMI-MRP are noted on attachment B-MRP and as follows: June 2-5, 9-12, 16-19, 23-26, and 30; July 1-3, 7-10, 14-18, 21-24, 28-31; August 4-7, 11-14, and 18; September 2-5, 8-11, 15-18, 22-25, 29, and 30. Removal dates for the RMI-SP are noted on attachment B-SP and as follows: June 2-5, 9-12, 16-19, 23-26, and 30; July 1-3, 7-10, 14-18, 21-24, 28-31; August 4-7, 13-14, and 18; September 2-5, 8-11, 15-18, 22-25, 29, and 30.

Stipulation 18.(b)(ii): The percentage of work completed to date and the projected timetable for completion of all work described in Exhibit A:

Per Attachment A, percentage of work completed at the RMI-MRP is as follows: 67% of the linear footage is abated, 3.4% of the square footage is abated, and 61% of the area to be encapsulated is completed as of September 30, 1997. The percentage of work completed at the RMI-SP is 32% of the linear footage is abated and 5.9% of the square footage is completed as of September 30, 1997.